





# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

 List View 

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 91434

Procurement Type: Central Purchase Order

Vendor ID:  

Legal Name: KALKREUTH ROOFING & SHEET METAL INC

Alias/DBA:

Total Bid: \$94,922.00

Response Date:  

Response Time:

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ1500000007

Published Date: 4/22/15

Close Date: 4/29/15

Close Time: 13:30

Status: Closed

Solicitation Description:   

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 91434

**Solicitation Description :** Addendum No. 2- Guard- Moundsville FMS#9 Roof Replacement

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-29 13:30:00	SR 0603 ESR04291500000003496	1

VENDOR
000000205155 KALKREUTH ROOFING & SHEET METAL INC

**FOR INFORMATION CONTACT THE BUYER**  
 Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Replace Roof on Moundsville FMS#9				\$94,900.00

Comm Code	Manufacturer	Specification	Model #
72152601			

**Extended Description :** Addendum No. 2 - See attached pages. Pre-bid sign-in sheets attached and clarification regarding the current roof vents and roof vent curbs attached. Bid opening remains on 04/29/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Masonry Repair/Replacement (If needed)				\$22.00

Comm Code	Manufacturer	Specification	Model #
72151900			

**Extended Description :** Contract Item#2- Masonry Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kalkreuth Roofing & Sheet Metal, Inc.  
of Wheeling, West Virginia, as Principal, and United States Surety Company  
of Timonium, Maryland, a corporation organized and existing under the laws of the State of Maryland  
with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five percent of bid (\$5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Moundsville FMS #9 Roof Replacement

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 29 day of April, 2015.

Principal Seal

Kalkreuth Roofing & Sheet Metal, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or  
Duly Authorized Agent)

VP of Estimating

(Title)

Surety Seal

United States Surety Company

(Name of Surety)



Laura Scholze, Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Douglas Dixon, Laura Scholze, Thomas Whipple, Brian S. McCoog, Courtney Judge

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29 day of April 2015.

Corporate Seals

Bond No. Bid
Agency No. 8233



Michael Chalekson, Assistant Secretary



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Kalkreuth Roofing & Sheet Metal, Inc.,

Authorized Signature: [Signature] Date: 4/29/2015

State of West Virginia

County of Ohio, to-wit:

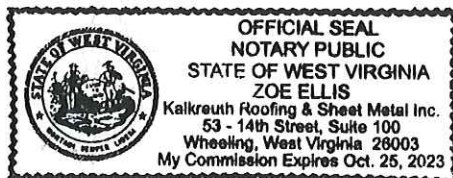
Taken, subscribed, and sworn to before me this 29 day of April, 2015.

My Commission expires Oct 25 2023, 20    .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 07/01/2012)*





**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**


**STATE OF WEST VIRGINIA,**  
**COUNTY OF Ohio, TO-WIT:**

I, Chad McLeish, after being first duly sworn, depose and state as follows:

- I am an employee of Kalkreuth Roofing & Sheet Metal, Inc.; and,  
(Company Name)
- I do hereby attest that Kalkreuth Roofing & Sheet Metal, Inc.  
(Company Name)

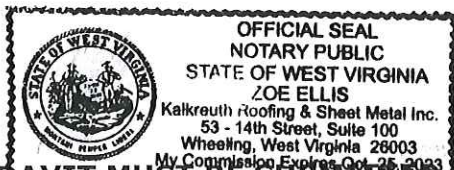
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

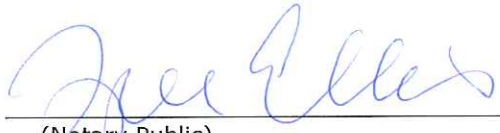
The above statements are sworn to under the penalty of perjury.

By:   
 Title: VP of Estimating  
 Company Name: Kalkreuth Roofing & Sheet Metal, Inc.  
 Date: 4/29/2015

Taken, subscribed and sworn to before me this 29 day of April, 2015.  
 By Commission expires Oct 25 2023

(Seal)



  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**